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#### Contract Database Metadata Elements

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AGREEMENT  
BETWEEN  
THE HOLLEY CENTRAL SCHOOL SUPERINTENDENT  
AND  
THE HOLLEY CENTRAL SCHOOL TEACHERS' ASSOCIATION

July 1, 2012 – June 30, 2018

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## **PREAMBLE**

This Agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between THE HOLLEY CENTRAL SCHOOL TEACHERS' ASSOCIATION (hereinafter referred to as the Association), and the HOLLEY CENTRAL SCHOOL SUPERINTENDENT (hereinafter referred to as the Superintendent.)

### **1.0 SAVINGS CLAUSE**

1.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

1.2 Any provision contrary to current or future legislative acts is agreed to be null and void. Further, it is agreed that if any provision or application of this Agreement is found contrary to current law, such provision or application shall be deemed not valid except to the extent permitted by law. All other provisions and applications shall continue in force and effect for the duration of the Agreement.

### **2.0 RECOGNITION**

The Superintendent recognizes the Association as the exclusive negotiating agent for all regularly appointed full-time and part-time certified teachers, guidance counselors, psychologist(s), long term substitute(s), learning specialist(s), occupational & physical therapists, social workers, and teaching assistants (TA's) employed by the Holley Central School and known as unit members. All other employees are excluded from the unit and the contract.

### **3.0 MEMBERSHIP IN THE ASSOCIATION**

Unit members have the right to join or not join the Association and membership shall not be a prerequisite for employment or a requirement for the continuation of employment in the Holley Central School District.

### **4.0 GRIEVANCE PROCEDURE**

#### **4.1 Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Superintendent and the unit members is essential to the operation of the schools. It is the purpose of these procedures to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Superintendent and the unit members are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### **4.2 Definitions**

4.2.1 A grievance is a tenable claim by an affected member of the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

4.2.2 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance or the Association when it files a grievance.

4.2.3 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

- 4.2.4 Grievance Committee is the committee created and constituted by the Holley Central School Teachers' Association.
- 4.2.5 Work Day is a day when unit members are required to be at school during the regular school year.
- 4.2.6 School Day is a required student attendance day.
- 4.3 **Procedures**
- 4.3.1 Each written grievance shall include the name and position of the grievant, the article and section of this Agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the grievant.
- 4.3.2 Except for informal decisions at beginning stages, all decisions shall be rendered in writing at each step of the grievance procedures setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted to the grievant and the Grievance Committee of the Association.
- 4.3.3 If a grievance affects a group of unit members and appears to be associated with the District-wide policies, it may be submitted by the Grievance Committee directly at Stage 2 described below.
- 4.3.4 The preparation and processing of a grievance, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 4.3.5 The Superintendent and the Association agree to facilitate any investigation which may be required and to make available all relevant documents, communications and records concerning the alleged grievance. This would exclude all privileged documents.
- 4.3.6 Except as otherwise provided in Stages 1 and 2, a grievant and any party in interest shall have the right, at all stages of a grievance, to confront and question witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure except in discussions held in executive session.
- 4.3.7 No interference, coercions, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the Administration against the grievant, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person solely by reason of such grievance or legitimate participation therein.
- 4.3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association.
- 4.3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- 4.3.10 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Grievance Committee, provided the adjustment is not inconsistent with the terms of this Agreement.

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.

- 4.3.11 The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any unit member to pursue any other remedies available in any other form.

4.4 **Time Limits**

- 4.4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

- 4.4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within the prescribed time period after the unit member knew or should have known of the act or conditions on which the grievance is based.

- 4.4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.

- 4.4.4 Failure at any stage of the grievance procedure to communicate a decision to the grievant, his/her representatives and the Grievance Committee within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

- 4.4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the grievant, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

4.5 **Grievance Process Stage 1: Informal**

A unit member having a grievance will discuss it with his/her administrator, either directly or through a representative within twenty (20) work days after the unit member had actual knowledge of or should reasonably have known of the event or grievance.

The administrator will confer with all parties in interest but will not consult with any other party(ies) without the grievant or his/her representative present. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.

After conferring with the unit member or his/her representative, the administrator has fifteen (15) work days to respond and/or resolve the complaint.



4.6

**Grievance Process Stage 2: Administrator/Written**

If the grievance is not resolved informally, the Association has fifteen (15) work days to reduce the grievance to writing and present it to the administrator.

Within fifteen (15) work days after the written grievance is presented to him/her, the administrator shall, without any further consultation with the grievant or any party in interest, unless with the Association representative present, render a decision thereon, in writing, and present it to the Association.

4.7

**Grievance Process Stage 3: Superintendent**

4.7.1

If the unit member initiating the grievance or the Association is not satisfied with the written decision at the conclusion of Stage 2, within fifteen (15) work days, the grievance shall be presented to the Association's Grievance Committee for its consideration.

4.7.2

If the Grievance Committee determines that the grievance is meritorious then it will file a written appeal of the decision at Stage 2 with the Superintendent within fifteen (15) work days after the written decision has been received.

4.7.3

Within fifteen (15) work days after receipt of the appeal, the Superintendent, or his/her duly authorized representatives, shall hold an informal hearing with the unit member and the Grievance Committee or its representative and all other parties in interest at a mutually agreed upon time.

4.7.4

The Superintendent shall render a decision in writing to the unit member, the Grievance Committee and/or its representative within fifteen (15) work days after the conclusion of the hearing.

4.8

**Grievance Process Stage 4: Board of Education**

4.8.1

If the Association is not satisfied with the decision at Stage 3, the Grievance Committee will file an appeal in writing with the Superintendent to be presented to the Board of Education within fifteen (15) work days after receiving the decision at Stage 3. The hearing will be held at the next regularly scheduled board meeting.

4.8.2

The board shall hold a hearing on the grievance. The hearing shall be conducted in executive session and will commence no later than 9:00 P.M unless mutually agreed upon.

4.8.3

Within fifteen (15) work days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

4.9

**Grievance Process Stage 5: Arbitration**

4.9.1

After such hearing, if the Association is not satisfied with the decision at Stage 4, and it determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) work days of the decision at Stage 4.

4.9.2

Within ten (10) work days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator, a request for a list of available arbitrators will be made to the American Arbitration Association by either party.

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

4.9.3 The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

4.9.4 The fees and expenses of the arbitrator will be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them.

4.9.5 The decision of the arbitrator shall be final and binding upon all parties.

5.0 **TEACHER—ADMINISTRATION LIAISON**

5.1 **Teacher Administrative Council**

The Teacher Administrative Council shall meet upon request of either party to discuss school operations and questions relating to the continuing development of an effective school program.

These meetings shall be conducted after the regular school day. The Teacher Administrative Council shall consist of the Superintendent, Administrator, one representative from each building elected by that building, and the Association President.

Proposed changes in existing policies and procedures and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings, it being understood that such policies adopted or maintained by any administrator shall not be inconsistent with the terms of the contract.

5.2 **Curriculum Committee**

A standing Curriculum Committee shall be established whose purpose it shall be to evaluate during the school year our curriculum and recommended changes.

This committee shall be composed of representatives from the following areas: Board of Education, School Administrators, Guidance, and Department and Grade Chairpersons.

This committee shall be organized by the Superintendent and called by him/her at least once per year.

5.3 **Unit Member Consultation on Building Programs**

In formulating designs and plans for the construction of new school buildings and/or the material alteration of existing school facilities, the Board, the Administration and the architects will consult with the unit members of those grade levels and specialists to be affected thereby, and the recommendations and suggestions of such unit members will be considered in formulating such plans. If such recommendations and suggestions are not to be accepted, the unit members will be notified in writing of reasons for non-acceptance.

6.0 **TEACHER BOARD POLICY**

6.1 **Board Policy Handbook**

The board policy handbook will be available in the school library and online at the HCSD website.

6.2 **Attendance at In-Service Programs**

6.2.1 Attendance by unit members at any in-service program extending beyond the regularly scheduled working hours will be voluntary unless unit members are paid at the agreed upon professional rate to attend.

6.2.2 When in-service courses receive prior Board of Education approval and attendance is voluntary, the unit members will be compensated at the agreed upon professional rate per hour for all time in attendance (including partial hours).

6.3 **Extra Duties/Extra-curriculars**

6.3.1 Each year, prior to all salaried extra duty appointments (such as the extra duties/extra-curricular positions as listed in the Appendices), unit members must apply for the position(s) in writing prior to the deadline.

6.3.2 Assignment to extra duties will be made on the basis of knowledge, ability, and field of specialization.

6.3.3 All vacancies shall be filled on the basis of qualifications as determined by the administration. The necessary qualifications and expectations for each position will be provided to all applicants.

6.3.4 Where two or more applicants are equally qualified, based on the identified qualifications, seniority in the Holley School System shall be the determining factor.

6.3.5 Upon recommendation of the administrator, the Board of Education reserves the right to terminate extra duty assignments at any time.

6.3.6 Unit members who apply for extra-curricular and extra duty assignments shall be considered first provided the administration deems them qualified. Where there is no unit member applicant, the District may consider a person outside the bargaining unit or it may assign the duty to qualified staff on a rotating basis.

6.3.7 **Unit Members Initiating a New Extra-curricular**

Unit members, who wish to initiate an extra-curricular (athletic or non-athletic) not listed in the current CBA must complete an application and submit it to their immediate supervisor and Superintendent. If the new extra-curricular is approved by the supervisor and Superintendent, an unpaid one-year pilot will commence.

At the end of the pilot year, if the extra-curricular meets the standards set by the District, the District may choose to create a position and fund it for the following year. At such time, the District and Association will negotiate the stipend. If the District does not create a position and negotiate a stipend, the extra-curricular is dissolved. New extra-curriculars are limited to a one pilot year.

In the future, if the District adds the extra-curricular, the District and Association will negotiate the stipend.

Process to be mutually developed/agreed upon by the District and the Association.  
(A pilot year does not apply to District created/initiated extra-curriculars; stipends will be negotiated immediately upon creation.)

6.3.8 **Overload Instructional Period—Semester or Year-Long**

As per Commissioner's regulations 8NYCRR § 100.2(i), in the event there is a *unique and compelling need* to create a seventh (7<sup>th</sup>) instructional period for a semester or full year course, the following will occur:

The District will make every effort to secure a certified part-time teacher to teach the additional period.



If a part-time teacher cannot be secured, the District will notify the Association that there is a potential overload situation and arrange a meeting to discuss the situation.

The District shall post the position for certified, tenured teachers.

If more than one tenured teacher volunteers to accept the additional instructional period, the District shall have the discretion to select the teacher who will be assigned. (This section not subject to seniority.)

If no tenured teacher volunteers, the District may not assign a teacher for the additional instructional period; the District and the Association will meet to discuss other options.

Any teachers who accept an overload class will be compensated for that class at the part-time rate (base salary, graduate hours, masters, and career increment only) as listed in the CBA. The rate will be pro-rated for less than a full year class. For example: Teachers who teach a one semester class (half year) or a class that meets every other day for the full year would be paid half of what is indicated for one assignment.

Other teaching circumstances will be mutually discussed and agreed upon prior to the District creating the assignment.

#### 6.3.9

##### **Overload Instructional Number (contact with more than 150 students in one day)**

As per Commissioner's regulations 8NYCRR § 100.2(i), in the event there is a *unique and compelling need* to request an overload in the instructional number for a semester or full year course, the following will occur:

The District will make every effort to secure a certified part-time teacher to teach the additional students.

If no tenured teacher volunteers, the District may not assign a teacher for the additional instructional period; the District and the Association will meet to discuss other options.

If more than one tenured teacher volunteers to increase his/her instructional number, the District shall have the discretion to select the teacher who will be assigned. (This section not subject to seniority.)

The District may request, but not direct, certified tenured teachers to volunteer to exceed the instructional number.

Any teachers who accept an overload in the instructional number will be compensated for each student over the maximum number of 150 in consideration of the additional instructional obligations.

The maximum number of additional students cannot exceed 15.

Compensation will be determined as follows:

- The teacher's total salary divided by 200 to determine daily rate.
- Salary = base, grad hours, masters and career increment
- The daily rate will be divided by 150 to determine per student rate.
- The per student rate will be multiplied by the number of students over the instructional number to determine daily rate.
- The daily rate will be multiplied by the number of days according to the start and end date of assignment.



For a one semester course or a course that meets every other day, the compensation will be prorated accordingly.

Other teaching circumstances will be mutually discussed and agreed upon prior to the District creating the assignment.

6.3.10 **Overload Coverage (Period or Length of Time)**

In the event that a period or length of time needs to be covered (substitute not available, emergency, etc.), unit members may cover that time only during their unassigned periods.

Administrators may request, but not direct, unit members to volunteer for extra duty periods/time.

Unit members who cover another unit member's class period will be compensated at the instructional hourly rate.

To determine total overload compensation divide the length of time covered by 60 (minutes) which will result in a fraction. Round that fraction up and multiply it by the instructional hourly rate. That number is the total compensation amount.

6.3.11 See Appendices for specific parameters for the following: Extended Day—Supervisory, Extended Day—Professional, and Extended Day—Instructional.

6.4 **Hours of Work**

6.4.1 The normal workday for unit members shall be seven (7) hours and ten (10) minutes. Unit members will continue to schedule meetings or conferences with students for extra help when necessary beyond the normal school day.

6.4.2 In the elementary school, the schedules will be adjusted for 20 minutes a day, to be available for additional meetings.

6.4.3 At the MS/HS level, in a nine (9) period day, the instructional number allows up to and including six (6) instructional periods per day plus one supervisory.

6.5 **Meetings**

6.5.1 Administrators and teacher leaders will give a minimum of one week's notice when scheduling a meeting unless there is an emergency.

6.5.2 Unit members will be required to attend only one faculty meeting and one other meeting per month called by an administrator unless excused. Reasonable excuse shall not be denied.

6.5.3 Meetings shall be reasonable in length but shall not exceed sixty (60) minutes.

6.6 **Lunch Period**

All unit members shall have a thirty (30) minute duty free lunch period.

6.7 **Elementary Preparation Period**

6.7.1 The District shall provide all elementary unit members with five (5) preparation periods per week for a total of at least 220 minutes per week.

6.7.2 The administrator shall arrange the schedule so that teachers can have a minimum preparation period of 40 consecutive minutes during the student day.

TAs shall have a minimum preparation period of 40 consecutive minutes during the regularly scheduled work day to coincide with, when possible, the teacher with whom they work.

6.8 **Leaving the Premises**

6.8.1 Unit members may leave the school premises during their lunch and unassigned periods but must sign out and in using a mutually agreed upon form.

6.9 **Secondary Preparation**

6.9.1 All secondary unit members shall be given at least one (1) unassigned period per day in addition to the duty free lunch period.

6.9.2 An unassigned period, other than lunch, shall be equal to the regularly scheduled periods or classes.

6.10 **Class Size**

Class size shall not exceed the limits as stated in Commissioner's Regulations Part 200.

The instructional number shall not exceed the limit stated in Commissioner's Regulations Part 100.2 (i).

In addition, Academic Intervention Services (AIS) or Response to Intervention (RTI) assignments shall be limited to 15 students per period. If fifteen (15) is exceeded, the District will arrange additional support. Areas not included in the 150 instructional number are supervisory assignments, coaching, extra duty, special classes/rehearsals such as chorus/band.

6.11 **Teacher Leaders**

6.11.1 There will be one (1) teacher leader in each of the following identified areas:

**ELEMENTARY**

Pre-K/Kindergarten

Grade 1

Grade 2

Grade 3

Grade 4

Grade 5

Grade 6

Pre-K—6 Special Ed.

**MS/HS**

English

Math/Business

Social Studies

Science/Health/Tech/FACS

LOTE

7—12 Special Ed

**Pre-K—12**

Physical Education

Fine Arts

Mentor

6.11.2 The teacher leaders' duties will include the following: departmental/grade level meetings, orientation of new staff, curriculum development, coordination of programs across departments and grade levels. A job description will be drawn by the administration and Association with input from teacher/grade level leaders.

6.11.3 Teacher leaders, except as noted will be assigned one additional preparation period per day and every effort will be made to assign an additional preparation period.

The District will make a reasonable effort to assign one additional preparation period per day for teacher leaders of physical education, special education, grade level, and the mentor program. In the event the extra period cannot be scheduled, those teacher leaders will be compensated at \$3,000 per annum.

Compensation for teacher leaders who are provided with a preparation period will be compensated at \$1,500 per annum.

With approval from both teacher leader and the District, a teacher leader with a preparation period may voluntarily give up his/her preparation period and be compensated as are those teacher leaders without a preparation period.

6.11.4 Teacher leaders will be appointed as per the process outlined in the Extra Duty Section.

6.11.5 The stipend for a teacher mentor position is \$1,000 per intern. A mentor may have a maximum of two (2) interns per year for a total stipend of \$2,000.

6.11.6 The District will indicate appointment duration on the appointment notice.

6.12 **Tentative Class Schedule**

Unit members shall be presented on or before June 20<sup>th</sup> with a tentative class schedule which includes grade level assignments, room assignments, and extra-curricular duties for the next school year.

6.13 **Vacancies & Postings**

6.13.1 Whenever any vacancy related to the Association shall occur in any position in the Holley Central School District, the Superintendent shall provide appropriate postings on the bulletin boards of the main office in each building. A vacancy shall not be filled until it has been posted for a minimum of five (5) days prior to the last day on which applications will be accepted. The District and the Association may agree to reduce or waive the posting time.

6.13.2 Vacancies shall be filled on the basis of the qualifications as determined by the administration, provided, that where two or more applicants are equally qualified, seniority in the Holley School System shall be the determining factor.

6.13.3 Administrators will provide required job qualifications.

6.14 **Abolished Positions**

In the event that it becomes necessary to abolish positions within the bargaining unit, the District agrees to comply with Commissioner's Regulation and/or Education Law.

6.15 **Unit Member Protection and Personal Injury**

6.15.1 Whenever a regularly employed unit member is absent from his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid full salary less worker's compensation and social security benefits during his/her absence but not to exceed six (6) months from the date of injury. No part of such absence will be charged to his/her annual or accumulated sick leave.

If a claim made by a unit member is denied by the Workers Comp Board, the unit member will be charged retroactively for all sick days provided during the period covered by the claim if such days are available. If unit member's sick days are not available, the District and the Association will mutually agree upon an alternate repayment plan of the unit member's sick days.

6.15.2 The District will reimburse unit members for the reasonable cost of repairing dentures, eye glasses, hearing aids or similar bodily appurtenances not covered by worker's compensation or insurance which are damaged, or destroyed as a result of an incident occurring in the course of unit members carrying out school policies and directives.



- 6.15.3 The District will reimburse unit members, providing they do not have personal insurance covering such losses, for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an incident suffered by a unit member while the unit member was acting in the proper discharge of his/her duties according to school policies and directives.

7.0 **LEAVES OF ABSENCE**

7.1 **Personal Leave**

- 7.1.1 Unit Members shall be entitled to three days leave each year to be utilized for personal reasons. Unit members may take personal days in one-quarter day increments.

In order to take a personal leave day, the unit members must inform the administrator of the leave to be taken for personal reasons at least three days prior to said leave unless the situation requiring the leave is an emergency. If an emergency situation arises, the unit member may claim personal leave immediately.

Claiming leave for personal reasons shall not reduce the accumulated sick leave of the unit member. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

- 7.1.2 Only with prior approval from the superintendent, one personal leave day (with reason provided) per year may be taken on the day preceding or following a holiday or vacation period.

- 7.1.3 A personal leave day may be taken only for personal reasons which must be handled during a school day and which require the personal attendance of a unit member.

- 7.1.4 Unit members hired after the start of the school year will have their personal days pro-rated based on their date of hire.

7.2 **Parental Leave**

One (1) day with pay shall be granted to a unit member who becomes a parent.

7.3 **Bereavement Leave**

Up to five (5) days leave with pay shall be granted to a unit member in the case of the death of an immediate family member. Immediate family members are considered as follows: spouse, children, parents, siblings, grandparents, great-grandparents, aunts, uncles, nieces, nephews, parents-in-law, siblings-in-law, grandparents-in-law, adopted and step members, and foster children.

7.4 **Additional Leave**

The terms of this Article shall not preclude the granting of additional leave time with or without pay. The purpose of this leave cannot be for employment elsewhere.

7.5 **Sabbatical Leave**

Teachers may request sabbatical leave as outlined in District policy.

7.6 **Unpaid Leaves of Absence**

Any tenured unit member may make application for a Leave of Absence through the Superintendent to the Board of Education no later than April 1 (other than child rearing leave) of the year preceding the intended leave of absence. Seniority and contractual benefits will not accrue during any unpaid leave of absence. The purpose of this leave cannot be for employment elsewhere.



7.7  
7.7.1

**Sick Days**

Teachers shall be entitled to fifteen (15) sick days with full pay for personal illness or illness in the immediate family. TA's shall be entitled to ten (10) sick days with full pay for personal illness or illness in the immediate family. These days shall be available as of the first working day of each school year whether or not the unit member reports for duty on that day. Sick days may be accumulated from year to year to a maximum of 325 days thereafter. TA's can accumulate up to 150 days.

7.7.2

Long-term substitute unit members will have their sick days pro-rated based on their date of hire/leave and in a manner agreeable to both the District and the Association.

7.7.3

Unit members hired after the start of the school year will have their sick days pro-rated based on their date of hire and in a manner agreeable to both the District and the Association.

7.7.4

The Superintendent may require a doctor's certificate for absences in excess of five (5) consecutive days, which is claimed as sick leave.

7.7.5

Immediate family members for the purpose of determining sick days are considered as follows: spouse, children, parents, siblings, grandparents, great-grandparents, aunts, uncles, nieces, nephews, parents-in-law, siblings-in-law, grandparents-in-law, adopted and step members, and foster children.

7.8

**Child Bearing Leave**

7.8.1

Child bearing leave shall include paid leave for pregnancy and childbirth related disability. The District will initiate FMLA as appropriate.

7.8.2

A unit member who incurs disability as a result of pregnancy or childbirth shall be entitled to utilize the paid sick leave provisions of this Agreement. A unit member who exhausts paid leave during such disability shall be entitled to unpaid leave until the termination of the disability.

7.8.3

In the event that a unit member does not request a child rearing leave, she shall be expected to return to work at the termination of her period of disability.

7.9

**Child Rearing Leave**

7.9.1

Child rearing leave shall be an unpaid leave for child rearing purposes. Unit members may apply for a child rearing leave which shall be granted as an unpaid leave.

7.9.2

A child rearing leave shall be granted to a unit member after she has given birth or to a unit member whose spouse has given birth or to a unit member who has legally adopted a child.

7.9.3

Written request for such leave shall be made at least sixty (60) calendar days prior to the anticipated commencement of the leave. In emergency situations the sixty (60) day time period shall be waived.

7.9.4

A child rearing leave shall be without pay or benefits, but the unit member whose insurance is not covered under FMLA, may continue health insurance by contributing the full cost of the premiums therefore.

7.9.5

A child rearing leave shall continue until a mutually agreed upon date. A child rearing leave is limited to three (3) semesters per child.

7.9.6 A husband and wife may not invoke this leave simultaneously. Seniority and contractual benefits do not accrue during an unpaid child rearing leave.

7.10 **All Leaves of Absences**

The teacher is required to provide the District 30 days' notice prior to the expiration of the leave of his/her intent to return to the District.

7.11 **Jury Duty**

7.11.1 No deductions shall be made from a unit member's salary because he/she has performed jury duty.

7.11.2 The unit member shall be required to provide the school District with any money received for performing jury duty with the exception of money paid for reimbursement of travel or parking or meals.

7.12 **Sick Leave Bank**

7.12.1 **SECTION 1: PURPOSE & MEMBERSHIP**

The purpose of the Sick Leave Bank is to provide additional benefit to unit members in the event of their own serious, extended illness, accident or catastrophic injury.

The District and the Association agree to the establishment of a new Sick Leave Bank beginning July 1, 2010. This Sick Leave Bank will replace the existing Bank.

A. The Bank will be established with two hundred twenty five (225) days.

B. Unit members who owe Bank days PRIOR TO July 1, 2010 will continue to pay those days back to the District at the rate of a minimum of eight (8) days per year. Days owed to the bank prior to July 1, 2010 will not be applied to the balance of days in the new bank.

C. If a unit member leaves the District owing days borrowed prior to July 1, 2010 those days will be returned to the District in the following manner:

(1) Any remaining Sick Days in the unit member's individual sick leave reserve shall be applied to the outstanding balance.

(2) If there are still days owed those days will be returned to the District from the existing bank at a rate of 20 days per year until the outstanding balance is removed.

D. To gain membership, current unit members must contribute one (1) day. Unit members hired after July 1, 2010 must contribute two (2) days to join the bank.

E. Membership is open on an annual basis between September 1<sup>st</sup> and October 15<sup>th</sup>, or during the first forty-five (45) days of employment in the District.

F. Only Sick Leave Bank Members may apply for withdrawal of days from the Sick Leave Bank.

G. Current Members of the Sick Leave Bank may voluntarily contribute days to the Bank during the following two (2) time periods: September 1<sup>st</sup> to October 15<sup>th</sup> and/or May 15<sup>th</sup> to June 15<sup>th</sup> unless there is a separation from the District. If members separate from the District, they have the option to donate any remaining sick days to the Sick Bank providing they do so in writing prior to their last day of employment.

**SECTION 2: GUIDELINES FOR WITHDRAWAL**

- A. There will be a Sick Leave Bank Committee made of up to four (4) unit members and the Superintendent or designee. The Association president shall appoint a chairperson.
- B. All applications for withdrawal of days from the Bank will made on the Sick Leave Bank application form and submitted to the Sick Leave Bank Committee for their consideration. Only fully completed applications will be considered. A copy of the application form can be found in the Appendices.
- C. Application to the Sick Bank must be made in a reasonable time period.
- D. Once the completed application is received by the Sick Bank Leave Committee chairperson, the Committee has five (5) work days to meet, decide and respond.
- E. An applicant may request up to thirty (30) days at one time. The applicant may request additional days by completing the application form found in the Appendices. Unit members may draw a maximum of ninety (90) days in one school year. Each request will be reviewed on its own merits.
- F. No unit member will be considered for days from the Sick Leave Bank until all accumulated sick leave has been exhausted.

**SECTION 3: MISCELLANEOUS**

- A. The Sick Leave Committee Chairperson shall be responsible for coordinating all transactions involving Bank Days with the District's designated representative.
- B. Sick Bank members must pay back borrowed days at a minimum of eight (8) days per year.
- C. If the Bank falls below one hundred seventy-five (175) days, the District and the Association agree to open a forty-five (45) day window period for voluntary contributions from bank membership. If the days in the Bank are not returned to a minimum of one hundred seventy-five (175) as a result of voluntary contributions, all bank members will be assessed one (1) additional day.
- D. Any Sick Bank Days that have been granted and are not used shall be returned to the Bank.
- E. In the event that a Sick Bank member is incapacitated as a result of his/her own serious, extended illness, accident or catastrophic injury, he/she will automatically be granted up to the maximum of ninety (90) days. Verification of the need will be required.
- F. All decisions of the Sick Leave Committee are final and not subject to further consideration, review, appeal, grievance procedure, or arbitration.



8.0

## **UNIT MEMBER OBSERVATIONS, EVALUATIONS AND RECORDS**

8.1

### **Negotiating the APPR**

The District and the Association agree that they will conduct negotiations concerning the APPR (or amendments to the provisions of this agreement relating to the APPR) as soon as practicable after adoption of the regulations of the Commissioner of Education, to the extent necessary to comply with said regulations. Refer to separate APPR document for specific information about observations, evaluations, and records.

8.2

### **Observations**

Unit members other than teachers will be observed in accordance with the activities/duties associated with their position (ex. counselor, social worker, speech therapist, etc.) The additional evaluation tool will be negotiated by the agreed upon committee.

8.2.1

The written report of the observation and evaluation is to be signed by both the evaluator and the unit member. Unit member comments may be added to the written form. A copy of these comments shall be placed in their personnel file.

8.2.2

A committee shall be appointed to arrive at an acceptable instrument of evaluation. This committee shall be comprised of two administrators and two unit members appointed by the Association.

8.2.3

The performance of unit members in positions as coaches, advisors, and teacher leaders will be reviewed on an annual basis. An evaluation instrument shall be developed and implemented by the district for athletic and non-athletic extra-curricular positions.

8.3

### **Protection of Non-Tenured Unit Members**

Each unit member who is not to be recommended for appointment for tenure, shall be so notified by the Superintendent in accordance with Education Law.

8.4

### **Protection of Tenured Unit Members**

A tenured unit member may only be reprimanded, reduced in rank or compensation, dismissed or deprived of any professional advantage for cause and in accordance with Education Law.

8.5

### **Unit Member Observations/Evaluations**

8.5.1

All monitoring or observation of the work performance of a unit member will be conducted openly, and with full knowledge of the unit member.

8.5.2

Only certified administrators employed by the District as such and trained as teacher evaluators shall prepare the evaluation of unit members.

8.5.3

If the performance of a unit member is less than satisfactory, then said unit member must be so advised, in writing, including specific deficiencies that are the cause of the determination that the performance is unsatisfactory. The unit member must be provided the opportunity and assistance to overcome these deficiencies.

8.6

### **Unit Member Records**

Unit Members will have the right, upon request, to review the contents of their personal files and if the unit members so request, they may have a unit member representative designated by the Association accompany them at such review.



8.7

**Unit Member Response**

Each unit member shall have the right to have included in his/her personal file his/her response to any evaluations or comments placed therein, provided such response is signed and dated by the unit member.

8.8

**Reprimands**

When a reprimand or warning is to become a matter of record, the unit member involved shall be given the opportunity to discuss the matter with his/her Administrator.

8.9

**Instrument Design**

A committee shall be appointed to arrive at an acceptable instrument of evaluation. This committee shall be comprised of two administrators and two unit members appointed by the Association.

9.0

**MISCELLANEOUS**

9.1

**Copies of Board Agenda**

The agenda for regularly scheduled Board meetings shall be e-mailed to Association members no later than the morning of the meeting.

9.2

**Reprisals Prohibited**

There will be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association.

9.3

**Tax Sheltered Annuity**

The District shall make deductions from the pay of unit member for the purchase of Tax Sheltered Annuities (TSA) as directed by such unit member. The monies so deducted shall be paid by the District to any District approved vendor designated in writing by such unit member to receive such monies. The District shall make deductions from unit members in accordance with IRS regulations to any District approved vendor.

9.4

**Credit Union**

When the eligibility for membership is established, the District shall deduct from the salaries of its employees an amount individually and voluntarily authorized and transmit said amount to the designated credit union on the pay date on which deductions are made.

9.5

**Dues Deduction**

9.5.1

The District hereby agrees to deduct from the salaries of unit members covered by this Agreement who voluntarily execute a dues deduction authorization form, dues for membership in the Association. The Association will notify the District of members and dues.

9.5.2

Amounts thus deducted shall be transmitted to the Association as soon after the paychecks from which the dues were deducted are delivered to the unit members but not later than one week following such pay date.

9.5.3

If the rate of membership dues changes, the Association shall give District thirty (30) days written notice prior to the effective date of such change.

9.5.4

The dues deduction authorization forms shall be transmitted to District no later than two (2) weeks prior to the third pay date of the school year. Deductions shall be made in ten (10) equal installments beginning with the third paycheck of the school year.

- 9.6 **Agency Fee**  
9.6.1 It is agreed that the Holley Central School Teachers' Association has the right to assess all unit members in the bargaining unit an agency fee as provided by law.
- 9.6.2 The Association agrees to indemnify and save the Board of Education and the Superintendent harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reasons of any action taken or not taken in respect to the deduction of dues or agency fees pursuant to this article.
- 9.7 **Rehired Full Time Substitutes**  
If a full time substitute teacher has taught in the Holley District for more than one semester and is rehired during the following term, that teacher will be granted a salary increment and all other adjustments and benefits as though he/she had been regularly employed during the entire previous year as a regular teacher.
- 9.8 **Children of Unit Members (tuition)**  
Unit Members who reside outside the District and choose to have their children educated in the Holley Central Schools will not be charged tuition, providing they do not require any contracting services. The District will not provide transportation.
- 10.0 **NYSUT Benefit Trust & VOTE/COPE**  
10.1 **Benefit Trust Payments Deductions**  
10.1.1 The District will deduct NYSUT Benefit Trust payments, in the amount designated by the employee, from the salaries of employees who voluntarily execute a NYSUT Benefit Trust Deduction form.
- 10.2 **Vote-Cope Deductions**  
The District will deduct VOTE-COPE contributions in the amount designated by the employee, from the salaries of employees who voluntarily execute a VOTE-COPE deduction form in accordance with agreed upon procedures. Vote-Cope deduction forms will be provided by the Association.
- 11.0 **SALARY AND BENEFITS**  
11.1 **Teacher Salary Schedules**  
Teacher salary schedules are attached as appendices. Teachers will advance one step on each salary schedule each year provided they are credited with a minimum of 40 paid days in that school year.
- 11.1.2 Beginning in the 2009-2010 school year, teachers who have reached Step 21 in the previous school year will be moved off-step.
- 11.1.3 Beginning in the 2009-2010 school year off-step teachers shall receive an annual increase of \$1,200.  
Beginning in the 2016-2017 school year off-step teachers shall receive an annual increase of \$1,350  
Beginning in the 2017-2018 school year off-step teachers shall receive an annual increase of \$1,500.

- 11.1.4 For the 2013-14 school year, teachers shall receive a retroactive payment of \$950. The \$950 payment will be reflected in the adjusted salary schedule and become a part of the teachers' base pay.

For the 2014-15 school year, teachers who were on Steps 1-21 of the attached salary schedule shall receive a retroactive payment of \$1,450. Five hundred (\$500) will be reflected in the adjusted salary schedule and become a part of the affected teachers' base pay.

11.2 **Teaching Assistant Salaries**

- 11.2.1 All Teaching Assistants will receive an annual increase of \$1,000 to their base salary.

- 11.2.2 The starting salary for Teaching Assistants will be \$14,500 for the duration of this Agreement.

- 11.2.3 Holley TA's who sub for teachers will be paid the current teacher sub rate OR the TA's regular rate of pay, whichever is greater.

- 11.2.4 All teaching assistants who were employed during the 2013-2014 school year will receive an additional one time only payment of \$950.

11.3 **Salary Proration**

All salaries will be pro-rated based on the unit member's hire/leave date and in a manner agreeable to both the District and the Association.

11.4 **Part-time Unit Members**

- 11.4.1 Part-time unit members will be defined as the following: (full-time equivalent FTE)

A. Under the traditional schedule:

1. one assignment is .17 FTE
2. two assignments are .33 FTE
3. three assignments are .5 FTE
4. four assignments are .67 FTE
5. five or six assignments are considered full-time

B. Under a block schedule:

1. one assignment is .2 FTE
2. two assignments are .4 FTE
3. three assignments are .6 FTE
4. four assignments are .8 FTE
5. five assignments are considered full-time

\*If the assignments are not scheduled consecutively, a one (1) period gap will be considered a preparation period. No supervisory assignments will be given unless they are considered to be an additional assignment.

- 11.4.2 Part-time unit members will receive all pay and benefits on a pro-rated basis. For example, if the teacher is .5 FTE, they will receive .5 of the salary, Master's stipend, graduate hours pay, career increments, health insurance or payment in lieu of health insurance, dental insurance sick days and personal days. They will not be eligible for life insurance unless they were a full-time teacher at some point in their career at Holley. If life insurance is received, it will also be on a pro-rated basis.



11.5

**Career Increments**

11.5.1

A professional career increment will be added to the base salary as indicated below. To initially qualify for a career increment, a teacher must **complete** 20 years of service with 15 years in the Holley Central School District.

Once a teacher initially qualifies for a career increment and is appropriately placed on the career increment schedule, they will advance one year for each year of active additional service.

Only one career increment is awarded each year, and they are not cumulative.

The District will recognize all service that has been recognized by the New York State Teachers' Retirement System. Additional itinerant substitute teacher service will not be recognized.

11.5.2

In addition, the District will recognize regular PreK-12 teacher service that can be verified. It is the responsibility of the teacher to provide verification to the District. No retroactive adjustments will be made for career increment placement that may have occurred prior to the implementation of the July 1, 1999 to June 30, 2003 Agreement.

11.5.3

**Career Increments**

After 20 years	\$ 3,000
After 21 years	\$ 3,000
After 22 years	\$ 3,000
After 23 years	\$ 4,000
After 24 years	\$ 4,000
After 25 years	\$ 4,000
After 26 years	\$ 6,000
After 27 years	\$ 6,000
After 28 years	\$ 8,000
After 29 years	\$ 8,000
After 30 years	\$11,000

11.5.4

The District and the Association agree to form a committee to review the career increment article of the Agreement (11.5.3). Each party can designate two (2) members who will meet to prepare recommendations for a successor agreement. The committee will produce binding recommendations for modifying the Career Increment Article of the Contract for the successor agreement by the start of negotiations for a successor agreement.

11.6

**Graduate Hours**

11.6.1

Pay for graduate hours will be fifty (\$50) dollars per graduate hour to a maximum of sixty (60) hours. Teachers being paid as of June 30, 1984, above sixty hours will be compensated for all their hours, but that number will become the maximum for that particular individual.

11.6.2

Teachers, at their own option, may choose to have the District pay the cost of tuition, at the local SUNY College rate, for any courses that are required for professional certification and/or masters for their initial certification. Teachers who select this option must remain in the District for five years after the completion of the course, or reimburse the District at a pro-rated amount of twenty percent 20% per year per course for each year fewer than five years.



- 11.6.3 Any teacher who chooses to have the District reimburse them for graduate tuition cannot receive payment at any time for those hours.
- 11.6.4 Payment for the first 15 graduate hours will be made after submissions of grade reports showing completion of the course work. When 15 hours have been completed, the teacher shall submit an official transcript for those hours. Grade reports shall then be submitted until the teacher has obtained sufficient credits for professional certification, at which time another official transcript shall be submitted. Professional certification graduate hours will be paid for after presentation of grade reports, and a transcript shall be required only after each 15 hour block of graduate credits are earned, that is after 45 total credits and after 60 total credits.

All payment for graduate hours will be pro-rated based on the unit members hire date and a manner agreeable to both the District and the Association.

- 11.6.5 Eligible graduate hours shall be paid on a pro-rated basis commencing with the next semester. In order to be eligible for payment, they shall be submitted within a thirty- (30) day period from the start of the semester in which payment is requested.

11.7 **Master's Degree Stipend**

A stipend of five hundred dollars (\$500) will be paid to teachers holding a master's degree. Payment will be made upon the teacher presenting written verification from the college that the teacher obtained a master's degree.

The stipend shall be included in the teachers' regular payroll. This stipend is not retroactive.

The stipend will be pro-rated based on the unit member's hire date and a manner agreeable to both the District and the Association.

11.8 **Standardized hourly rates (also see Appendices)**

Supervisory	\$20
Professional	\$25
Instructional	\$35

11.9 **Health Insurance**

- 11.9.1 The District shall offer both the traditional (Whole Health Program Blue Cross & Blue Shield of Western New York, Inc.) and Choice Plan (Point of Service) coverages offered through the Orleans-Niagara BOCES Health Consortium.

All unit members hired after November 1, 2004 may join only the Point of Service Plan.

- 11.9.2 For the traditional plan, the District will pay 80% for either individual, two-person or family coverage as applicable for teachers.

- 11.9.3 For the Point of Service Plan, the District will pay for either individual, two-person, or family coverage, as applicable for teachers, according to the following schedule:

2012 – 2013	94%
2013 – 2014	94%
2014 – 2015	94%
2015 – 2016	92%
2016 – 2017	90%
2017 – 2018	88%

- 11.9.4 Teaching Assistants may take Point of Service (POS) health insurance as a single, two (2) person, or family plan.

Beginning in the 2015-2016 school year Teaching Assistants shall pay the following:

Single Plan: 3%  
Two Person: 3%  
Family: 20%

- 11.9.5 October 1, 1996, deductibles will go into effect for medical coverage. The deductible will be \$200 for an individual coverage, \$400 for a two-person coverage, and \$400 for a family coverage. For the traditional plan, on November 1, 2004, the prescription drug co-pay will be \$5 for generic drugs, \$15 for brand name drugs, and \$20 for non-formulary drugs.
- 11.9.6 The Point of Service prescription drug co-pays will be: \$5 generic, \$10 for brand names and \$25 for non-formulary.
- 11.9.7 Unit members presently enrolled in existing plans shall be automatically covered unless they individually withdraw.
- 11.9.8 Unit members not presently enrolled in the existing plans shall submit a request for coverage in writing to the Superintendent.
- 11.9.9 The coverage shall include the full calendar year.
- 11.9.10 Cadillac Tax Language: Effective June 30, 2017, in the event that an employee selects or utilizes any District sponsored health insurance coverage or benefits in a manner that causes the employee to receive an "excess benefit" under 26 USC 4980 or any other federal or state legislation, rule or regulation in relation to PPACA or Health Care and Education and Reconciliation Act of 2010, which then subjects the District to an excise tax and/or penalties, the parties agree to immediately meet upon the District's request to discuss an agreed upon solution to avoid penalty and/or taxation. If after 90 days the parties cannot reach an agreement, the employees enrolled in the plans and the District will share equally the cost of any excise tax and/or penalty imposed upon the plan, the plan sponsor, plan administrator or District.

11.10 **Payment In Lieu of Health Insurance**

- 11.10.1 Any unit member who does not enroll in the health insurance plans will receive \$2,500 each school year. The dental plan is not affected by this clause.

The payment will be prorated based on the date of hire/leave and in a manner agreeable to both the District and the Association.

- 11.10.2 Health Insurance shall be deemed to exist from July 1<sup>st</sup> of each year to June 30<sup>th</sup> of the succeeding year.
- 11.10.3 When a continuing employee elects payment in lieu of Health Insurance, the amount they will receive shall be calculated as follows: One-twelfth (1/12) times the amount identified in the Payment in Lieu of Health Insurance section (11.10.1) times the number of months remaining in the school year (July-June), commencing with the effective date that insurance ceases.

The dollar value as calculated above shall be spread equally over the remaining pay periods in the year commencing with the first available pay period in which adjustments can be made to reflect the additional amount.

11.10.4 New unit members will receive one-tenth (1/10) the amount identified in the Payment in Lieu of Health Insurance section (11.10.1) for each month they are not covered under the District Health Insurance Plan up to a maximum of the amount identified in Payment in Lieu of Health Insurance section (11.10.1). Payment will spread equally over remaining regular pay periods.

11.10.5 Health insurance elections must be made by June 15<sup>th</sup> (during the enrollment period) of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.

11.11 **Sick Leave Conversion for Retirement**

11.11.1 For retirement purposes pertaining to teachers, unused sick leave may be accumulated up to 310 days thereafter from the beginning of a teacher's employment by the District. The dollar value of such unused sick leave may be used to purchase a portion of, or all of, the cost of continuation after retirement for the teacher and/or spouse in the current District group health insurance plan until such sum is exhausted.

The dollar value of unused sick leave shall be calculated by multiplying one-two hundredth (1/200) of the average salary for any consecutive (5) year period, by fifty-five hundredths (.55) times the number of unused sick days. The 5 year period shall be selected by the teacher.

Lump sum payments representing unused sick leave will not be permitted in any form.

When unused sick leave is exhausted, the teacher and/or spouse may remain under the group plan at their own expense.

11.11.2 For retirement purposes pertaining to TA's, unused sick leave may be accumulated to a maximum of 150 days. The dollar value of such unused sick leave may be used to purchase a portion of, or all of, the cost of continuation after retirement for the TA and/or spouse in the current District group health insurance plan until such sum is exhausted.

The dollar value of unused sick leave shall be calculated by multiplying 1/200th of the average salary for any consecutive (5) year period, by thirty-five hundredths (.35) times the number of unused sick days. The 5 year period shall be selected by the TA.

Lump sum payments representing unused sick leave will not be permitted in any form.

When unused sick leave is exhausted, the TA and/or spouse may remain under the group plan at their own expense.

11.12 **Dental Policy**

The District will pay the annual premium of the NYSUT Member Benefits endorsed Delta Dental Plan.

11.13 **Medical Exams**

11.13.1 Any medical examination furnished by the school physician or his/her designee shall be at no cost to the unit member.



11.13.2 The services of the school physician or his/her designee shall be offered for all required medical examinations except pre-employment examinations.

11.14 **Life Insurance**

11.14.1 The District shall provide group life insurance to all unit members through the NYSUT Member Benefits endorsed life insurance plan who have completed one year of service in the District.

11.14.2 The policy shall be in an amount equal to the annual salary adjusted to the next higher \$1,000 limited to a maximum of \$50,000.

11.14.3 The amount of life insurance will be reduced fifty (50) percent at retirement unless the unit member elects to pay the other fifty (50) percent of the premium.

11.14.4 If at retirement a unit member has been employed by the District for twenty (20) years, his/her insurance will continue at no cost to unit member.

11.14.5 If at retirement a unit member has been employed by the District for ten (10) years, the insurance will continue at the rate of unit member contribution.

11.14.6 If at retirement a unit member has been employed by the District for less than ten (10) years, the insurance will cease.

11.14.7 For unit members electing to participate in this program, the entire costs will be paid by the Board.

11.15 **Paycheck Options**

Unit members may elect to receive paychecks in one of two ways:

- Twenty-one (21) installments
- Twenty-six (26) installments with the final check being equal to six checks or as is presently programmed.

Unit members must choose one option during the first week of September. A written request for such option must be filed with the Superintendent. There will also be two clean-up payrolls during the school year. These payrolls will be in December and June.

11.16 **Section 125 Flexible Benefit Plan**

A complete Section 125 Flexible Benefit Plan will be in place at no cost to unit members. The Administrator of the plan shall be mutually acceptable by the Association and the District.

11.17 **Long Term Substitute Unit Members**

11.17.1 Long-term substitute unit members are recognized as members of the bargaining unit. Substitute unit members, whose anticipated service from the onset is in excess of 40 days in the same assignment, will be considered long term substitutes as per board approval.

11.17.2 A substitute will be classified as a long-term substitute after having been assigned to the same assignment for 40 days.

For the 16<sup>th</sup> through the 40<sup>th</sup> day in the same assignment, substitute teachers shall be paid double the itinerant substitute rate.

Beginning with the 41<sup>st</sup> day, starting salary and benefits excluding health care and payment in lieu of health care will be made retroactive to the first day of the assignment.

11.17.3 Long term substitute unit members are eligible for applicable health care on their 91<sup>st</sup> day of service.

11.17.4 The District shall not terminate substitute teachers for the purpose of avoiding the salary and benefits afforded a long-term substitute. In case of a claimed violation, the burden of proof shall be on the District.

12.0 **ASSOCIATION ACTIVITIES**

12.1 **Communications**

The Association may post notices of its activities on one unit member bulletin board in each building, provided, however, that no such notice shall be inflammatory in any manner or shall be directed against any member of the administration or the Board of Education.

12.2 **Special Meetings**

The Association may present brief reports and announcements after the adjournment of faculty meetings provided the principal is given advance notice.

12.3 **Conducting Business**

The Association shall be permitted the use of school buildings, facilities, and equipment during the school year providing such use does not interfere with school programs.

12.4 **Board of Education Meetings**

12.4.1 The Association shall be given a place on the agenda of all regular board meetings.

12.4.2 The Association shall receive one copy of the minutes of each board meeting as soon as they are approved.

12.5 **Delegate Leave Time**

12.5.1 A unit member who is elected delegate shall be allowed up to three (3) paid leave days each year for the purpose of attending the annual convention of the state organization.

12.5.2 A unit member, who is an elected delegate, shall be allowed up to one (1) paid day each year to attend the retirement fund meeting with prior approval of the superintendent.

12.6 **Release Time**

Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in conferences, meetings, or negotiations, they shall suffer no loss in pay and the cost of any substitute for such period shall be shared equally by the parties.

12.7 **Association President**

12.7.1 The Association President may leave his/her building for Association business provided he/she signs out. The District will attempt to schedule the president's preparation period so that he/she can effectively perform Association business at such time.

12.7.2 The Association President or his/her designee will be granted five (5) days leave with pay annually for Association business.

13.0

**WORK YEAR**

13.1

**Length of Work Year**

The unit members work year shall be no more than one hundred eighty seven (187) days. The first work day cannot be the Friday before Labor Day. The last work day is to be mutually agreed upon based on the Regents schedule.

13.2

**Orientation for New Unit Members**

Unit members who are beginning their first year of employment in the district may be required to attend up to three (3) orientation days prior to the beginning of the unit member work year and will be compensated at the professional rate.

13.3

**School Calendar**

The school calendar will be drawn by the Superintendent in conformance with the BOCES calendar. Two (2) members of the Association, appointed by the President of the Association, will act in an advisory capacity.

13.4

**Rescheduled Vacation Days**

Days scheduled as vacation days may be rescheduled as work days provided that the length of the school year is not violated.

13.5

**Elementary Student Free Work Time**

Elementary unit members will have student free work time to complete end of year reports and duties. The time may be taken in one (1) full day or three (3) half days. If taken as a full day, it must be scheduled prior to the day the final fourth quarter grades are due. If taken as three (3) half days, one of those half days must be scheduled prior to the day the final fourth quarter grades are due. The specific days will be negotiated and mutually agreed upon when the calendar is agreed upon.

14.0

**NEGOTIATIONS PROCEDURE AND DURATION**

14.1

**Negotiations Procedures**

When it becomes necessary or appropriate to reopen or renegotiate the contract, the party wishing to negotiate will inform the other party no later than February 1<sup>st</sup> of the same calendar year.

14.1.2

At the first negotiation session, each party shall exchange their concerns.

14.1.3

When all items are agreed upon, they shall be taken to each side's reference group (Association or Board of Education) for ratification. Ratification shall consist of a positive majority vote of each reference group.

14.1.4

Upon ratification, the head negotiator for the Association, its President, and the Superintendent shall sign the contract and it shall become effective for the dates specified.

14.1.5

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. No departure from any provisions of this Agreement by either party, or by their offices, agents, or representatives or by members of the negotiating unit shall be construed to constitute a continuing waiver of the right to enforce such provisions. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary or inconsistent herewith.



14.2

**Duration of Agreement**

14.2.1

This Agreement constitutes the full and complete agreement of the parties.

14.2.2

The Agreement may be altered by mutual written consent of each party.

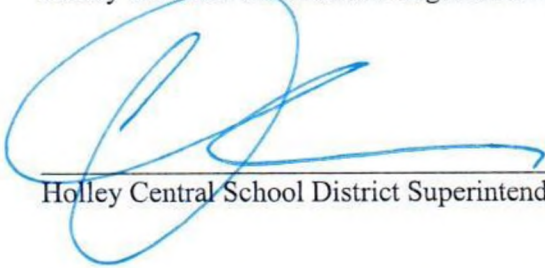
14.2.3

The Agreement shall become effective July 1, 2012 and shall be in effect until June 30, 2018.



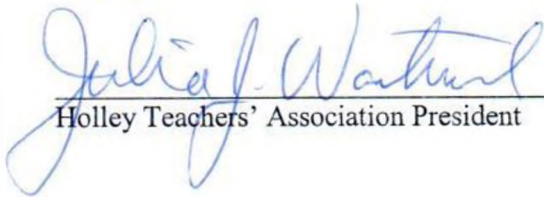
Holley Teachers' Association Negotiations Chair

4/12/16  
Date



Holley Central School District Superintendent

1/12/16  
Date



Holley Teachers' Association President

1/12/16  
Date

**Appendix A - 1**  
**Teacher Salary Schedule 2012-2018**

Step	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Step
1	36,526	37,476	37,976	37,976	38,126	38,276	1
2	37,441	38,391	38,891	38,891	39,041	39,191	2
3	38,650	39,600	40,100	40,100	40,250	40,400	3
4	39,943	40,893	41,393	41,393	41,543	41,693	4
5	41,162	42,112	42,612	42,612	42,762	42,912	5
6	42,441	43,391	43,891	43,891	44,041	44,191	6
7	43,446	44,396	44,896	44,896	45,046	45,196	7
8	44,868	45,818	46,318	46,318	46,468	46,618	8
9	46,427	47,377	47,877	47,877	48,027	48,177	9
10	47,708	48,658	49,158	49,158	49,308	49,458	10
11	49,616	50,566	51,066	51,066	51,216	51,366	11
12	51,191	52,141	52,641	52,641	52,791	52,941	12
13	52,941	53,891	54,391	54,391	54,541	54,691	13
14	54,661	55,611	56,111	56,111	56,261	56,411	14
15	56,396	57,346	57,846	57,846	57,996	58,146	15
16	58,118	59,068	59,568	59,568	59,718	59,868	16
17	60,173	61,123	61,623	61,623	61,773	61,923	17
18	62,180	63,130	63,630	63,630	63,780	63,930	18
19	65,532	66,482	66,982	66,982	67,132	67,282	19
20	69,222	70,172	70,672	70,672	70,822	70,972	20
21	73,472	74,422	74,922	74,922	75,072	75,222	21

**Appendix A - 2**  
**Non-Athletic Extra-curriculars 2012-2018**

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-18
<b>*Yearbook Advisor</b>						
*K-6	1,608	1,608	1,608	1,640	1,640	1,640
*7-8	1,608	1,608	1,608	1,640	1,640	1,640
*9-12	2,381	2,381	2,381	2,429	2,429	2,429
<b>Student Newspaper</b>						
*Elementary 5(@)	214	214	214	218	218	218
*Secondary 5(@)	214	214	214	218	218	218
<b>*Musical Director</b>	3,096	3,096	3,096	3,158	3,158	3,158
<b>*Elementary Theatre Guild</b>	1,500	1,500	1,500	1,530	1,530	1,530
<b>Class Advisors</b>						
*Senior	1785	1,785	1,785	1,821	1,821	1,821
*Junior	1,131	1,131	1,131	1,154	1,154	1,154
*Sophomore	893	893	893	911	911	911
*Freshman	893	893	893	911	911	911
<b>*Student Council</b>						
*K-6	1,429	1,429	1,429	1,458	1,458	1,458
*7-8	1,429	1,429	1,429	1,458	1,458	1,458
*9-12	1,429	1,429	1,429	1,458	1,458	1,458
<b>*Marching Band Director</b>	1,200	1,200	1,200	1,224	1,224	1,224
<b>*National Honor Society</b>	714	714	714	728	728	728
<b>*National Junior Honor Society</b>	714	714	714	728	728	728
<b>*Spanish Club</b>	714	714	714	728	728	728
<b>*Master Minds I</b>	714	714	714	728	728	728
<b>*Master Minds II</b>	714	714	714	728	728	728
<b>*Academic Challenge Bowl</b>	N/A	476	476	486	486	486
<b>*Technology Club</b>	714	714	714	728	728	728
<b>*K-12 Odyssey of the Mind</b>	1,608	1,608	1,608	1,640	1,640	1,640
<b>*Ski Club</b>	N/A	N/A	N/A	728	728	728
<b>*Multicultural Club</b>	N/A	N/A	714	728	728	728
+Extended Day—Supervisory	20/hour	20/hour	20/hour	20/hour	20/hour	20/hour
+Extended Day—Professional	25/hour	25/hour	25/hour	25/hour	25/hour	25/hour
+Extended Day—Instructional	35/hour	35/hour	35/hour	35/hour	35/hour	35/hour

\*2% for each year's experience in the position or related positions added to base figure

+See appendices for specific parameters



**Appendix A - 3**  
**Athletic Extra-curriculars 2012-2018**

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
<b>*Basketball (Boys &amp; Girls)</b>						
Varsity	3,750	3,750	3,750	3,825	3,825	3,825
JV	2,857	2,857	2,857	2,914	2,914	2,914
8 <sup>th</sup>	1,577	1,577	1,577	1,609	1,609	1,609
7 <sup>th</sup>	1,577	1,577	1,577	1,609	1,609	1,609
<b>*Wrestling (Co-ed)</b>						
Varsity	3,750	3,750	3,750	3,825	3,825	3,825
JV	2,857	2,857	2,857	2,914	2,914	2,914
Modified	1,577	1,577	1,577	1,609	1,609	1,609
<b>*Unified Sports</b>	-----	-----	-----	1,609	1,609	1,609
<b>*Soccer (Boys &amp; Girls)</b>						
Varsity	3,035	3,035	3,035	3,096	3,096	3,096
JV	2,500	2,500	2,500	2,550	2,550	2,550
Modified	1,339	1,339	1,339	1,366	1,366	1,366
<b>*Volleyball (Girls)</b>						
Varsity	3,035	3,035	3,035	3,096	3,096	3,096
JV	2,500	2,500	2,500	2,550	2,550	2,550
Modified	1,339	1,339	1,339	1,366	1,366	1,366
<b>*Cross Country (co-ed)</b>						
Varsity	3,035	3,035	3,035	3,096	3,096	3,096
Modified	1,339	1,339	1,339	1,366	1,366	1,366
<b>*Baseball (Boys)</b>						
Varsity	3,035	3,035	3,035	3,096	3,096	3,096
JV	2,500	2,500	2,500	2,550	2,550	2,550
Modified	-----	-----	-----	1,366	1,366	1,366
<b>*Softball (Girls)</b>						
Varsity	3,035	3,035	3,035	3,096	3,096	3,096
JV	2,500	2,500	2,500	2,550	2,550	2,550
Modified	-----	-----	-----	1,366	1,366	1,366
<b>*Tennis (co-ed)</b>						
Varsity	2,232	2,232	2,232	2,277	2,277	2,277
Modified	1,339	1,339	1,339	1,366	1,366	1,366
<b>*Football (co-ed)</b>						
Varsity	3,035	3,035	3,035	3,096	3,096	3,096
Assistant Varsity	2,733	2,733	2,733	2,788	2,788	2,788
JV	2,500	2,500	2,500	2,550	2,550	2,550
Assistant JV	2,262	2,262	2,262	2,307	2,307	2,307
<b>*Cheerleading (co-ed)</b>						
Soccer	1,339	1,339	1,339	-----	-----	-----
Basketball	1,785	1,785	1,785	-----	-----	-----
Basketball Assistant	1,339	1,339	1,339	-----	-----	-----
Football	1,339	1,339	1,339	-----	-----	-----

**Appendix A - 3**  
**Athletic Extra-curriculars 2012-2018 (continued)**

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2107	2017-2018
*Cheerleading (co-ed) Fall	-----	-----	-----	3,096	3,096	3,096
*Cheerleading (co-ed) Winter						
Varsity	-----	-----	-----	3,825	3,825	3,825
JV	-----	-----	-----	2,914	2,914	2,914
*Track (co-ed)						
Varsity	3,035	3,035	3,035	3,096	3,096	3,096
Assistant Varsity (1)	2,143	2,143	2,143	2,186	2,186	2,186
Assistant Varsity (2)	2,143	2,143	2,143	2,186	2,186	2,186
Modified	1,339	1,339	1,339	1,366	1,366	1,366
Assistant Modified	1,250	1,250	1,250	1,275	1,275	1,275
*Golf (co-ed)	2,100	2,100	2,100	2,142	2,142	2,142
*Intramurals						
Boys Basketball (4-6)	268	268	268	273	273	273
Boys Basketball (7-8)	268	268	268	273	273	273
*Wrestling (2-6)	268	268	268	273	273	273
*Gymnastics Club (5-8)	447	447	447	456	456	456
*Softball (7-8)	208	208	208	212	212	212
*Girls Volleyball (7-8)	208	208	208	212	212	212

\*2% for each year's experience in the position or related positions to be added to base figure

**Appendix B - 1**  
**Extended Day - Instructional**  
**General Academic Support - Elementary and MS/HS**

Extended Day for General Academic Support is a program that occurs when school is in session. It provides students with additional academic support and will be staffed by teachers who will assist students in various subject areas with a focus on core subjects. Students may elect to stay after for help, parents may request it, or teachers may recommend students.

1. The principals will determine the daily schedule and location for the program(s) and will post that information as soon as practicable.
2. Teachers must be available from 2:30 PM to 5:00 PM and must remain in the assigned area.
3. Teachers are scheduled for the entire time. However, if there are no students, teachers may, solely at their discretion, leave before 5:00 PM. Teachers will be compensated at a prorated amount according to the actual time worked.
4. Teachers will be compensated for the time waiting for tardy parents.
5. The number of students will be monitored by teachers and adjusted as needed by the principal with input from the teachers.
6. Students will sign in and specify what subjects they need help with.
7. Students should bring assignments that they need help with.
8. At the elementary level, when a teacher sends a student for academic support, it is expected that the teacher and the Extended Day instructor will discuss the student's needs prior to the student attending the program. There is a maximum of 10 students with a range of no more than three (3) grade levels.
9. Students who arrive after 2:30 PM (MS/HS) or 3:30 PM (elementary) with a pass and who require a bus pass must remain in the Extended Day program until either 3:05 or 5:00 PM, so that their activities may be monitored.
10. Weekly attendance sheets must be submitted to the principal.
11. There is no paid prep time.
12. The program will be evaluated on an ongoing basis by the District in conjunction with the Association.
13. As other situations arise throughout the school year, the District and the Association will meet and mutually agree to a resolution.



**Appendix B - 2**  
**Extended Day - Instructional**  
**Academic Support for MS/HS Students on Probation/Ineligibility**

Extra academic support is provided for students who participate in extra-curriculars and who are on probation or are ineligible.

1. The principal will determine the daily schedule and location for the program(s) and will post that information as soon as practicable.
2. Teachers must be available from 2:30 PM to 3:05 PM and must remain in the assigned area.
3. Teachers are scheduled for the entire time. However, if there are no students, teachers may, solely at their discretion, leave before 3:05 PM. Teachers will be compensated at a prorated amount according to the actual time worked.
4. Students will be assigned for extra support based on their grades at each five week report.
5. Students will sign in and should bring assignments that they need help with in order to improve their grades to passing.
6. Weekly attendance sheets must be submitted to the principal.
7. There is no paid prep time.
8. The program will be evaluated on an ongoing basis by the District in conjunction with the Association.
9. As other situations arise throughout the school year, the District and the Association will meet and mutually agree to a resolution.

**Appendix B - 3**  
**Extended Day - Instructional**  
**JR/SR High Test Prep/Review**  
**Elementary Test Prep/Review (Hawk's Nest)**

1. Classes may be held before or after the regular school day or on Saturday. The unit member and administration must mutually agree upon the time prior to the start of the classes.
2. The class schedule (number of days per week, number of days total, start date, end date and length of class) will be determined by mutual consent of the unit members and administration.
3. Unit members will be compensated for 30 minutes of preparation time for each class. Unit members will determine when the prep will take place.
4. At the **MS/HS**, under normal conditions, there is a maximum of 15 students per class. However, with the mutual consent of the administrator and the unit member, if more than 15 students wish to enroll, another section will be scheduled or supplemental salary (\$7.00/hour/additional student) will be paid up to a total number of 20 students. With the mutual consent of the Association, the District, and the unit member, the total (20) may be exceeded with compensation.
5. At the **elementary**, under normal conditions, there is a maximum of 15 students per class. However, with the mutual consent of the administrator and the unit member, if more than 15 students wish to enroll, another section will be scheduled or supplemental salary (\$7.00/hour/additional student) will be paid up to a total number of 20 students. With the mutual consent of the Association, the District, and the unit member, the total (20) may be exceeded with compensation.
6. In addition to the stipend and per class prep time, unit members will be paid for two additional hours of preparation time.
7. Unit members will be compensated for the time waiting for tardy parents.
8. If no Holley unit members volunteer to teach the review or test preparation courses and teachers from outside the district are hired, their salary will be the same as listed above.
9. The District and the Association will meet periodically to agree upon changes for the current or upcoming school year.

**Appendix B - 4**  
**Extended Day - -Instructional**  
**Instruction Outside of Regular School Hours**  
(Instruction for Students of Compulsory School Age Unable to Attend in a School Setting)  
(formerly known as tutoring)

1. Students are assigned by administration to instruction outside of regular school hours for various reasons such as OSS, medical, etc.
2. Instructional position postings will be initiated by administration and posted according to the CBA.
3. Staffing is a minimum of one certified teacher (dependent on number of students.) If a certified teacher is not available, the District and the Association will meet to discuss other options.
4. The principal and teacher will mutually agree on the schedule and location of the instruction based on student need.
5. Teachers must be available outside their regular work hours.
6. Teachers are scheduled for the entire time. However, if students scheduled for instruction do not attend, the teacher may, solely at his or her discretion, leave before 5:00 PM, and will be compensated at a prorated amount according to the actual time worked.
7. If no students are scheduled, the teacher does not report.
8. If scheduled students report after 3:00 PM the unit member is not required to stay later than 5:00 PM.
9. If students leave tutoring before 5:00 PM, the unit member may stay until 5:00 PM, or they may leave and will be paid from the established start time until the time the students left.
10. Teachers will be compensated for the time waiting for tardy parents.
11. Limited to six (6) students per unit member unless a change is mutually agreed upon by the Association and the District.
12. The District and the Association will meet periodically to agree upon changes for the current or upcoming school year.



**Appendix B - 5**  
**Extended Day - Instructional**  
**Miscellaneous - Elementary and MS/HS**

Upon request, the District will provide a written description of duties for each position.

1. PSAT head proctor (Please note: (SAT/ACT Proctors are paid by the College Board.)
2. Professional development instructor: When the District determines there is a need for professional development outside the regular work hours, unit members may be invited to provide that instruction. The District and the Association will meet to define the specifics on a case-by-case basis. The District will post each position at the time the need is determined.
3. Summer work—Regularly scheduled work that is performed outside the regular work hours including holidays and summer months by counselors, psychologists, social workers, OT, PT, speech, etc. are paid the instructional rate.

**Appendix B - 6**  
**Extended Day - Instructional & Supervisory**  
**Community/Parent Opportunity Activities**  
**(e.g. ELA/Math/Elementary Fun Evenings)**

1. The determination to host a Community/Parent Opportunity Night will be initiated by the District.
2. Planning and participation in these nights will be on a strictly volunteer basis.
3. Participation, planning, and implementation will be mutually determined by the appropriate administrator and the Association.
4. The District will provide all required materials.
5. If unit members agree to participate, the stipend for the Community/Parent Opportunity Nights will be determined by the specific duties.
6. Unit members will be paid instructional rate for preparing and presenting activities at the activity.
7. Instructors will be remunerated for 30 minutes of planning time for each hour of participation (For example: If the event is scheduled to be an hour in length, the instructor will be paid for 90 minutes.)
8. Unit members who have no instructional duties will be paid the supervisory rate for the amount of time they participate in the event.
9. Unit members will be compensated for the time waiting for tardy parents.

**Appendix B - 7**  
**Extended Day - Professional**  
**Elementary & MS/HS Enrichment Programs**

1. Enrichment programs are short-term (maximum of 20 sessions\*) extra-curriculars that provide additional opportunities for students to participate in enrichment activities beyond the regular school day.
2. The District will provide the application and evaluation forms.
3. Interested unit members must submit their proposals to their administrator for consideration at least the semester prior to the activity. The budget amount will be reserved for the enrichment program not necessarily for a particular activity.
4. The District will provide the required materials.
5. Unit members will be paid for 30 minutes of prep for each session.
6. Proposals are to be submitted to the building principal for consideration prior to the activity.  
Based on the activity:
  - Unit members can limit the number of participant(s)
  - Unit members can limit the grade level(s) of the participant
  - The unit member and principal can agree to remove a participant based on the participant's behavior
  - The timeframe for the activity will be a maximum of 20 sessions over the course of x number of weeks. Activities that may exceed the 20 session maximum will be evaluated on an individual basis by administration.
  - Length of session
7. The stipend for the Enrichment Groups will be the professional rate as listed in the CBA which will be prorated for sessions that do not meet for the full hour; however, unit members will be compensated for the time waiting for tardy parents.
8. The District and the Association will meet periodically to agree upon changes for the current or upcoming school year.
9. The building administrator(s) will oversee the program and will evaluate the program at the end of the year.
10. The Superintendent will make the final decision to approve or deny all Enrichment programs.
11. The Extra Duties section of the CBA applies.



## **Appendix B - 8**

### **Extended Day - Professional**

**Activities that take place outside the regular school day or outside the regular school year**

1. **Orientation/New Teacher Academy**—usually takes place during August. New unit members may be required to attend for up to three (3) days. Members will be paid the professional rate for their hours attending the program.

**For the activities listed below, in all instances, the District shall determine the need, the schedule, and the location. Unit members may volunteer to attend, but the District cannot require attendance.**

1. Professional development—in-service/training in order to perform duties required by the District such as using School Tool, district email, smartboards, projectors or other new technology. Also included is specific instruction for content areas as required by the District such as using calculators, tablets, etc.
2. Summer curriculum writing
3. Scoring NYS exams
4. Summer meetings—unit members who attend non-regularly scheduled meetings such as CSE meetings, parent conferences, etc.
5. Kindergarten screening

**Appendix B - 9**  
**Extended Day - Supervisory**  
**Library Lab**

Library Lab is a program that provides students with a supervised location where they can go for a variety of reasons: work independently on homework in a quiet area, sharpen their reading skills, interact correctly with peers, etc. At the elementary level, parent permission (written or verbal) is required prior to a having a student attend Library Lab.

1. The principals will determine the daily schedule and location for the program and will post the information as soon as practicable.
2. The program will run only when school is in session.
3. Maximum number of MS/HS students is 30-35. Maximum number of elementary students is 12-15.
4. At the elementary level, teachers will recommend students for Library Lab and will contact parents/guardians for permission for the students to attend. Once permission is received, the classroom teacher will contact the Library Lab supervisor to let him/her know a student will be coming.
5. Weekly attendance sheets must be submitted to the principal.
6. Upon arrival, students must sign in and list reason for staying
7. Students must have a pass from the teacher/advisor/coach to enter the program after 2:30 PM at MS/HS high or after 3:30 PM at the elementary.
8. Students who arrive after 2:30 PM (MS/HS) or 3:30 PM (elementary) with a pass and who require a bus pass must remain in the Library Lab program until either 3:05 PM or 5:00 PM, so that their activities may be monitored. Parents who wish to pick up an elementary student prior to the end of the session must sign their child out with the program supervisor.
9. Students must remain on campus in a supervised activity in order to be issued a bus pass from the supervisor.
10. The supervisor should notify security if there is a disruptive student. Students who are disruptive may have the privilege of attending denied. The supervisor will write a referral to notify the building administrator of the poor behavior. The building administrator will determine the consequences.
11. The program will be evaluated on an ongoing basis. The District and the Association will meet periodically to agree upon changes for the current or upcoming school year.

**Appendix B - 10**  
**Extended Day—Supervisory**

1. MS/HS Sports Study Hall—an after school study hall for student athletes to use to complete homework prior to going to practice. The District will determine the schedule and the location.
2. Chaperone (dance, music or athletic events, musical, etc.)
3. Community fitness center supervisor
4. Timekeeper (volleyball, basketball—main clock and shot clock, wrestling)
5. Music competitions (maximum of 8 hours/day) (Member cannot be compensated by both the District and NYSMA.)
6. PSAT—all proctors except the head proctor
7. Ticket taker

Please note: (SAT/ACT Proctors are paid by the College Board.)



Appendix C - 1  
**Part-Time Unit Members Responsibilities & Procedures**

1. Back to School Night
  - a. Required to attend with no remuneration
2. For meetings (faculty, parent, CSE, etc.) scheduled outside of the unit member's regular school day
  - a. Are not required to attend;
  - b. If asked by administrator (at least 5 days prior to meeting) to attend, the unit member may refuse with no repercussions;
  - c. If the unit members attends as asked, he/she will be compensated for the full day at his/her regular hourly rate, and will not receive additional compensation for the time of the meeting;
3. Staff development
  - a. The unit member must attend if the staff development takes place during his/her scheduled hours;
  - b. If asked by administrator (at least 5 days prior to meeting) to attend staff development outside of the unit members regular working hours, the unit member may refuse with no repercussions;
  - c. If the unit member attends as asked, he/she will be compensated for the extra time at his/her regular per diem hourly rate
  - d. It is the member's professional responsibility to meet with their supervisor to set up a mutually agreeable time to review missed information.
4. Evening Parent Conferences

**Must choose option a or b** and notify principal of his/her choice a minimum of 20 days prior to fall conferences.

  - a. May attend for the full time of either the fall **OR** the spring evening conferences;  
**OR**
  - b. May attend for half the time of the fall **AND** the spring evening conferences;
  - c. If administration asks unit member to attend for the full time of both conference nights, the unit member will be compensated at their per diem hourly rate for the additional hours worked;
  - d. Elementary conferences usually continue the afternoon following the evening conferences; unit members whose usual work hours are in the morning and who attend these conferences will be paid for the full day; unit members whose usual work hours are in the afternoon will not receive additional compensation
5. Last Day
  - a. Provided their professional responsibilities are completed, may leave at the applicable prorated time.

As other situations arise throughout the school year, the District and the Association will meet and come to a mutual agreement to resolve the issue.

Appendix C – 2

**SICK BANK APPLICATION FORM**

Name: \_\_\_\_\_ Application Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home/cell phone: \_\_\_\_\_

Check one: \_\_\_\_\_ Elementary \_\_\_\_\_ MS/HS/ALT

Date of illness or onset of injury: \_\_\_\_\_

Nature of illness or injury:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested number of days: \_\_\_\_\_

Check one: \_\_\_\_\_ Yes, I have already applied to the Sick Bank this school year.

\_\_\_\_\_ No, I have not applied to the Sick Bank this school year.

If yes, indicate the number of days that you have used from the Bank this school year. \_\_\_\_\_

Anticipated date of return to work: \_\_\_\_\_

Sick Bank member signature: \_\_\_\_\_

Please attach this form to the front copy of a medical report from the emergency room doctor or your personal physician which clearly states the nature of the illness or injury including the anticipated amount of time needed for recovery.

Submit the completed packet to the Sick Bank Chairperson. Disposition will be completed and you will be notified according to this CBA.